

# UAC INSURANCE MUTUAL

## *Board of Trustees Meeting*

Thursday, December 13, 2001, 9:30 a.m.  
Utah Association of Counties Building

A G E N D A

9:30	Call to Order	Gary Herbert
	Announcement of Board Election Results and Welcome New Trustees	
	Tex Olsen, Sevier County Commissioner, At-Large Representative Re-elected	Gary Herbert
	Gene Roundy, Iron County Commissioner, Representing First, Second, Third Class Counties	
	Steve Wall, Sevier County Clerk-Auditor, Representing Fourth, Fifth, Sixth Class Counties	
	Review of Board Members Absent	Gary Herbert
	Approval of October 19 Minutes	Gary Herbert
	Election of Officers	Gary Herbert
	Children's Justice Centers—Insuring At-Large Board Members	Mark Shurtleff, Craig Barlow, Brenda George, Joan Helstrom
	Loss Control Report	
	2002 Risk Management Program	Mark Brady
	Premium Credit Percentage Determination	
	Broker's Report	John Chino
	Director's Report	
	Joint Policy—Insurance Coverage for Special Service Districts and Other Entities	
	Amendment to Bylaws	Shawn Guzman
	Annual Meeting	
	County Classifications	
	2002 Contracts	
	2001 General Budget—Board Ratification of Allocations	Shawn Guzman
	2002 Regular Meeting Schedule	Shawn Guzman
	Set Date and Time for Closed Meeting	
	to Discuss Pending or Reasonably Imminent Litigation	
	Action on Litigation Matters	Kent Sundberg
	Set Date and Time for Closed Meeting	
	to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	
	Other Business	
1:30	Adjourn	

LUNCH WILL BE PROVIDED



## **UACIM BOARD OF TRUSTEES MEETING**

### **MINUTES**

**December 13, 2001, 9:30 a.m.**  
**Utah Association of Counties Building**

#### **BOARD MEMBERS PRESENT**

Gary Herbert, *President*, Utah County Commissioner  
Dan McConkie, *Vice President*, Davis County Commissioner  
Lynn Lemon, *Secretary-Treasurer*, Cache County Executive  
Kay Blackwell, Piute County Commissioner  
LaVar Cox, Millard County Commissioner  
Royal Norman, Box Elder County Commissioner  
Tex Olsen, Sevier County Commissioner  
Ed Phillips, Millard County Sheriff  
Gene Roundy, Iron County Commissioner  
Kent Sundberg, Utah County Deputy Attorney  
Steve Wall, Sevier County Clerk-Auditor

#### **OTHERS PRESENT**

Ken Bischoff, Weber County Commissioner  
Steve Baker, Davis County Personnel Director  
Brent Gardner, UAC Executive Director  
Shawn Guzman, UACIM Director  
Mark Brady, UACIM Loss Control Manager  
Sonya White, UACIM Administration  
John Chino, Account Manager, Arthur J. Gallagher

#### **CALL to ORDER**

Gary Herbert called the meeting to order.

#### **ANNOUNCEMENT of BOARD ELECTIONS RESULTS and WELCOME NEW TRUSTEES**

Gary Herbert announced the elections results for the 2002 Board of Trustees that took place at the Annual Membership meeting on November 14, 2001. Dan McConkie was re-elected to represent the first, second, third class counties; Tex Olsen was re-elected At-Large; Gene Roundy was elected to represent the first, second, third class counties; and Steve Wall was elected to represent the fourth, fifth, sixth class counties.

#### **REVIEW of BOARD MEMBERS ABSENT**

All Board members were present at this meeting.

#### **APPROVAL of MINUTES**

The minutes of the Board of Trustees meeting held October 19, 2001 were previously sent to the Board Members for review. Lynn Lemon made a motion to approve the October 19, 2001 meeting minutes as written. Steve Wall seconded the motion, which passed unanimously.





## **ELECTION of OFFICERS**

The officers of the 2001 Board of Trustees are Gary Herbert, *President*; Dan McConkie, *Vice President*; and Ken Bischoff, *Secretary/Treasurer*. Dan McConkie made a motion that Gary Herbert continue as President of the Board of Trustees for 2002. LaVar Cox seconded the motion, which passed unanimously. Royal Norman made a motion that Dan McConkie continue as Vice President of the Board of Trustees for 2002. Tex Olsen seconded the motion, which passed unanimously. Royal Norman made a motion nominating Lynn Lemon as *Secretary-Treasurer* of the Board of Trustees for 2002. Tex Olsen seconded the motion, which passed unanimously.

## **CHILDREN'S JUSTICE CENTERS—INSURING AT-LARGE BOARD MEMBERS**

As directed by the Board at its October 19 meeting, the Litigation Management Committee reviewed the proposed amendments to the *Joint Policy—Insurance Coverage for Special Service Districts and Other Entities* and recommends that the Board adopt the amended Joint Policy as presented by Shawn Guzman on October 19 (see attachment #1). Kent explained that under Chapter 5b of Title 67 of the Utah Code, the advisory board of a children's justice center (CJC) shall be composed of the following specific county offices: attorney, sheriff and executive and that others serving on the board may be, and most likely are, county employees. Any county officials/employees serving on a CJC advisory board are covered under the UACIM policy, but anyone else is not. The amended language to the Joint Policy is appropriate to insure that the advisory board members, who do not serve by virtue of their capacity as governmental employees, are covered and that the sponsoring county has more control over the advisory board until legislation can be passed that will name the state as the insuring party over this state program. The Litigation Management Committee was directed to draft legislative changes to the statute for Brent Gardner to file for the 2003 legislative session.

Shawn Guzman invited representatives of the Attorney General's (AG's) office, who are over the Children Justice Center's program, to address any questions/concerns the Trustees may have. The Board welcomed Craig Barlow, Joan Helstrom and Brenda George into the meeting. The Board questioned why all the CJs are not governed by the Attorney General's office like the one in Weber County? Joan explained that Reed Richards wanted governance through the AG's office when he established the first CJC in Weber County but as other centers were establish the local (county) relationship has proven to facilitate the program. Although the legislature supports full partnerships and legal and law enforcement functions are accomplished locally, Craig stated that the AG's office would support moving all 13 centers under the state's governance. Lynn Lemon and Tex Olsen relayed that the centers are working well at this time but their counties are concerned that funding will be the responsibility of the counties if it is cut from the state. Counties are so limited in their funding and agreed only to sponsor the CJC program. It is difficult for a county to eliminate a program if it is popular with its citizens. Craig, Joan and Brenda understood and supported the proposed amended Joint Policy as an interim arrangement until the statute can be revised. The representatives were thanked and left the meeting.

Tex Olsen made a motion to approve the *Joint Policy—Insurance Coverage for Special Service Districts, Children's Justice Centers, and Other Entities* as presented with a premium allocation to the state to extend this coverage. Lynn Lemon seconded the motion, which passed unanimously.

## **BROKER'S REPORT**

John Chino reported that he is still working on placing a new Tenant User Liability Insurance Program (TULIP) for the Mutual through Entertainment Brokers with the Excel Insurance Company.

John reported that in 1996 the Federal Government started the National Flood Insurance Program, which insurers were forced to buy if coverage was not afforded for Flood Zone A distinctive properties or reinsurance was allowed to be placed for earthquake and flood coverage. For 2002, due to the hardening of the insurance market, the reinsurers will not cover Flood Zone A properties. The Mutual has three options; 1) cover the properties (eight definite, seven questionable) up to the self insured retention with no reinsurance; 2) insure the 15 properties through the National Program (cost \$2000-\$8000 per property); or 3) accept a quote through Lloyds of London at a \$50,000 annual premium (possible reduction if the Mutual can show that the seven questionable properties are not Flood Zone A classified). Nine member counties are affected—five with only one property. Because the 2002 premium allocations have been set and the members invoiced, Dan McConkie made a motion authorizing Shawn Guzman to purchase coverage for the Flood Zone A classified properties and pay the premium out of surplus. Kent Sundberg seconded the motion, which passed unanimously. The Mutual will send a letter to its members explaining this change in coverage and that the cost was not allocated to them.



## **LOSS CONTROL**

Mark Brady presented the Board with the results of the 2001 Risk Management Program review (see attachment #2). Five counties did not qualify for a credit because they did not meet the prerequisites. Those counties are Box Elder, Juab, Piute, Sanpete and Wayne. Mark requested that the Board make an exception for Sanpete County. Ilene Roth had the information completed and ready to bring to the Insurance Coordinator training on April 18 but her husband past away shortly before then. Sanpete County's renewal information was received by mail, May 11. LaVar Cox made a motion qualifying Sanpete County for their earned premium credit. Kay Blackwell seconded the motion, which passed unanimously. Lynn Lemon made a motion to approve the calculated credits as presented by Mark Brady. Royal Norman seconded the motion, which passed unanimously.

Mark reviewed with the Board the changes he proposes to the 2002 Risk Management Program (see attachment #3). Due to the increase in auto claims, Mark restructured Section Three—Vehicle Safety. Under 3.3 he proposes the implementation of a 'no cell phone use' policy. The Board directed the language to be changed to 'establish a cell phone use policy'. The Board directed Mark to strike 3.4b as a recommendation for employees that cause three or more accidents within three years. Kent Sundberg made a motion to approve the corrected 2002 Risk Management Program and approved a 3% maximum premium credit for 2002. Dan McConkie seconded the motion, which passed.

Mark prepared a loss statistical report for the Board to review (see attachment #4).

## **DIRECTORS REPORT**

**BYLAWS.** As directed by the Board at its October 19 meeting, Shawn Guzman incorporated language in *Article 5—Board of Trustees* adding the Chair of the Personnel Committee as an appointed position on a new 12 persons Board. Language was also incorporated regarding the President's vote in the event of a tied vote (see attachment #5). Dan McConkie recommended that the Board increase the number of persons on the Board to 13—an odd number and take into consideration the geographical representation of the Board, specifically a position for Weber County, one of the largest members of the Mutual. Tex Olsen suggested that an appointed position on the Board should be made available to the largest members of the Mutual rather than expanding the Board. With the Nominating Committee in place, it will be up to those Committee members to make sure the geographical representation is adequate. Ed Phillips stated that he would be willing to step down as Chair of the Law Enforcement Committee to allow Brad Slater, Weber County Sheriff, to take his place on the Board. Dan McConkie made a motion to expand the Board to a 13 persons Board. Lynn Lemon seconded the motion. The motion failed seven to four (Dan McConkie, Lynn Lemon, Gary Herbert and Kent Sundberg). Kent Sundberg made a motion to strike the President's prohibition to only vote in the event of a tied vote from the proposed amended Bylaws. Steve Wall seconded the motion, which passed unanimously. Lynn Lemon made a motion to adopt the proposed amended Bylaws as presented and discussed. Dan McConkie seconded the motion, which passed unanimously. The Board requested that a membership meeting be scheduled for April 2002 to present the amended Bylaws to the membership for ratification.

**ANNUAL MEETING.** The November 14, 2001 Annual UACIM Membership Meeting was not well attended. The Commissioners/Council Members and the Clerks/Auditors had conflicting meetings that were suppose to adjourn before the membership meeting started. Shawn Guzman is working with the UAC Board of Directors to see if a time can be allotted, either Tuesday night or Wednesday morning before any UAC Convention meetings begin.

**COUNTY CLASSIFICATIONS.** This item was tabled until the next meeting due to limited time.

**2002 CONTRACTS.** Shawn has received the contracts from McLarens and Gallagher. The language is the same as last year's contracts and the Board, at its October 2001 meeting, approved the fees.

**PROTECTED INFORMATION.** At the UAC Annual Convention in November, Shawn Guzman explained that an elected official requested that he provide Mutual financial information to him/her. A few days later, Shawn received a letter from this official requesting all member county premium, loss, exposure and equity information. Shawn asked the Litigation Management Committee to review the Mutual's rights under GRAMMA. It appears that the Mutual can classify its member information through GRAMMA as 'protected'. Kent Sundberg made a motion directing Shawn to draft a policy regarding 'protected' member information, which includes requests for a county's own information can be made by action of the county executive branch. Gene Roundy seconded the motion, which passed unanimously. This issue will be brought before the membership in April.

**MORGAN COUNTY.** Shawn explained that he has been in contact with Kelly Wright and Stacy Lefitte, Morgan County, several times to request the information needed to quote their property and casualty insurance but they are too busy. Shawn will try again closer to their renewal dates.



## 2001 GENERAL BUDGET—BOARD RATIFICATION of ALLOCATIONS

Shawn Guzman explained that during the year, legal expenses for the American National Fire Insurance v. UAC Insurance Mutual was being paid out of the claims account in the matter of 801WAT978235. The Mutual should have been paying these fees out of the general account. In order to cover these fees, Shawn requested that the Board transfer \$5000 between line items on the approved General Budget (see attachment #5). Lynn Lemon made a motion to transfer \$5000 from the *Professional Fees* line item to the *Other Expenses* line item in the 2001 General Budget and ratify Shawn's decision to allocate the legal fees, in the matter of American National Fire Insurance v. UAC Insurance Mutual, from the claims account to the general account. Ed Phillips seconded the motion, which passed unanimously.

## 2002 REGULAR MEETING SCHEDULE

Shawn Guzman proposed that the Board hold a meeting on the third Thursday of every other month and hold telephonic conferences in the months between. LaVar Cox made a motion to hold a Board meeting every third Thursday of every month except for those months wherein a membership meeting is held, i.e., April and November. Kay Blackwell seconded the motion, which passed unanimously. Sonya White will have the dates published in the Salt Lake Tribune and Deseret News.

## SET DATE and TIME for CLOSED MEETING

Tex Olsen made a motion to set the date and time for a closed meeting to discuss pending or reasonably imminent litigation to begin at 1:55 p.m. on December 13, 2002. Lynn Lemon seconded the motion, which passed unanimously.

Royal Norman made a motion to conclude the closed meeting at 2:05 p.m. on December 13, 2001. Kay Blackwell seconded the motion, which passed unanimously.

## ACTION on LITIGATION MATTERS

Kent Sundberg made a motion authorizing settlement in an amount up to \$85,000 in the matter of WEB01088840. Ed Phillips seconded the motion, which passed unanimously.

Kent Sundberg made a motion authorizing settlement in an amount up to \$30,000 in the matter of WAS01088290. Tex Olsen seconded the motion, which passed unanimously.

Kent Sundberg made a motion authorizing UACIM's portion to settle in the amount of \$57,500 in the matter of CAR09807700. Steve Wall seconded the motion, which passed unanimously.

Kent Sundberg made a motion authorizing an initial offer of \$200,000 to settle the matter of CAR01087960. Additional authorization is given up to an amount of \$300,000. Tex Olsen seconded the motion, which passed unanimously.

## SET DATE and TIME for CLOSED MEETING

Lynn Lemon made a motion to set the date and time for a closed meeting to discuss the character, professional competence, physical or mental health of an individual to begin at 2:10 p.m. on December 13, 2001. Royal Norman seconded the motion, which passed unanimously.


Tex Olsen made a motion to conclude the closed meeting at 2:20 p.m. on December 13, 2001. Steve Wall seconded the motion, which passed unanimously.

## OTHER BUSINESS

Box Elder County Commissioner, Steven Holmgren, passed away on December 8. Dan McConkie made a motion to send a letter of condolence to Steven Holmgren's wife, Margaret Holmgren, on behalf of the UACIM Board of Trustees and staff. Ed Phillips seconded the motion, which passed unanimously.

The next Board of Trustees meeting is scheduled for Thursday, January 17, 12:00 p.m. at the Utah Association of Counties building.

Approved on this 17 day of January, 2002

  
Lynn Lemon, UACIM Secretary-Treasurer, Cache County Executive



## AFFIDAVIT OF GARY R. HERBERT


STATE OF UTAH                     )  
  :SS  
COUNTY OF SALT LAKE         )

Gary R. Herbert, being duly sworn upon oath, deposes and says:

1. That the affiant has personal knowledge of the matters hereinafter referred to in this Affidavit.
2. That the Affiant, on or about the 13 day of December, 2001, presided over a meeting of the Utah Association of Counties Insurance Mutual Board of Trustees, an open and public meeting within the provisions of Chapter 4, Title 52, Utah Code Annotated, 1953, as amended.
3. That a quorum of the Utah Association of Counties Insurance Mutual Board of Trustees was present and at least two-thirds of the members present, voted to close the meeting pursuant to the provisions of Section 52-4-4, Utah Code Annotated, 1953, as amended, for the purpose of discussing the character, professional competence, or physical or mental health of an individual.
4. That the affiant was present throughout the meeting and, pursuant to the provisions of Section 52-4-7.5, the affiant does hereby affirm that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual or individuals.

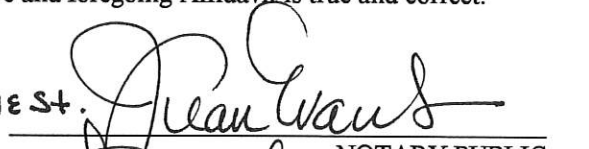
FURTHER, Affiant saith not.

DATED this 13 day of December, 2001.

  
GARY R. HERBERT, President  
Utah Association of Counties Insurance Mutual

On the 13th day of December, 2001, personally appeared before me Gary R. Herbert, who, after being by me duly sworn, deposed and said that the information contained in the above and foregoing Affidavit is true and correct.



  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT  
My Commission Expires: 1/31/02





JOINT POLICY  
INSURANCE COVERAGE FOR SPECIAL SERVICE DISTRICTS, CHILDREN'S JUSTICE  
CENTERS, AND OTHER ENTITIES

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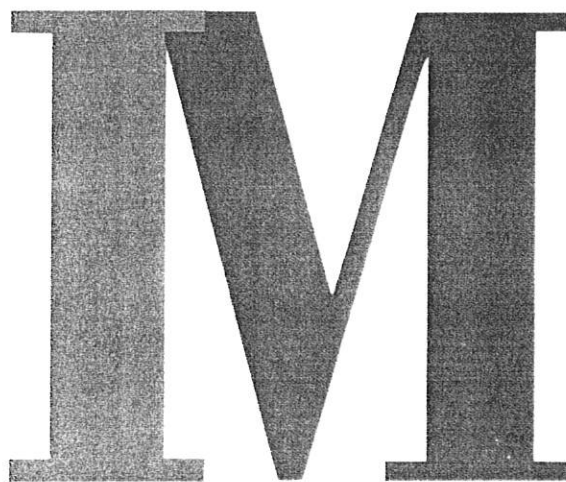
A Utah Association of Counties Insurance Mutual (hereinafter referred to as UACIM) member county may obtain insurance coverage through UACIM for entities, other than Children's Justice Centers, affiliated with the member county pursuant to the following:

1. With regard to entities such as special service districts and other political subdivisions, the member county must have the following controls over the entity through the member county's governing body:
  - a. The governing body of the member county must approve and/or appoint 50% or more of the governing body of the entity, and
  - b. The governing body of the member county must provide 50% or more of the funding of the entity, and
  - c. The governing body of the member county must have the authority to hire and terminate the employees of the entity.
2. A UACIM member county may obtain Liability Insurance Coverage as provided in the UACIM Coverage Agreement for Children's Justice Center Local Advisory Board Members who do not serve due to public office upon the following conditions:
  - a. The Children's Justice Center is established under Chapter 5b of Title 67 of the Utah Code;
  - b. The County is the contracting public agency under 67-5b-104(e) of the Utah Code;
  - c. The Children's Justice Center Local Advisory Board member does not serve due to public office as provided for in 67-5b-105(1)(b) through (e);
  - d. The Children's Justice Center Bylaws authorize the member county to remove any board member who does not serve due to public office as provided for in 67-5b-105(1)(b) through (e) at any time and for any reason; and
  - e. The member county has provided UACIM a copy of the duly adopted bylaws with the language specified in subsection 2(d), and UACIM has acknowledged receipt of the bylaws.

Notwithstanding subsection 2(c), county elected officials serving on the Children's Justice Center Local Advisory Board in their capacity as elected officials shall be covered under the member county's UACIM liability insurance policy to the same extent as when conducting county business. County employees serving in their capacity as employees shall be covered to the extent provided in the UACIM Coverage Agreement.

3. Insurance coverage through UACIM may be obtained for non-profit corporations (those exempt from taxation under Internal Revenue Code 26 U.S.C. 501), municipalities, or other political subdivisions, that contract to provide services to the member county, subject to the following criteria being met:
  - a. The contract is for the benefit of, and is executed under the authority of the member county, and
  - b. The member county is legally authorized to provide the service, function or facility which is the subject matter of the contract, and
  - c. The member county is obligated by the contract to provide insurance coverage to the other party to the contract, and
  - d. A copy of the contract has been provided to the UACIM.

*2002*  
*Risk Management*  
*Program*



UTAH ASSOCIATION  
OF COUNTIES  
INSURANCE MUTUAL

5397 S. VINE STREET, SALT LAKE CITY, UTAH, 84107  
TELEPHONE: (801) 265-1331 FACSIMILE: (801) 265-9485



**SECTION ONE  
PREREQUISITES**

*The following prerequisites must be met before the county can receive a premium credit:*

☐

- 1.1 A risk manager or safety officer who is responsible for the implementation of the UACIM Risk Management Program must be appointed by the county Commission/Council.

*Please list the name & title of the person responsible:*

☐

- 1.2 The county must adopt a formal policy in writing establishing a Safety Committee and/or Accident Review Board (ARB). The Safety Committee or ARB must :
- a. Meet on a regular basis, but not less than quarterly;
  - b. Keep written minutes of each meeting. A copy of the minutes must be forwarded to the UACIM Loss Control Manager;
  - c. Review all auto accidents and may also review any injury claims, or property claims reported to UACIM

*Please attach a copy of the policy establishing the Safety Committee and/or ARB.*

☐

- 1.3 The county must respond to each risk review or walk through inspection conducted by UACIM within 30 days of receipt of the report.

*This section will be verified by UACIM staff.*

☐

- 1.4 a. ALL policy renewal information must be received by UACIM on or before **APRIL 10, 2002** NO EXCEPTIONS. Contact Sonya White for details.  
b. All other information and documents requested herein shall be received by UACIM on or before **November 13th 2002** in order to be considered in the calculation of premium credit. Contact Mark Brady for details.

*This section will be verified by UACIM staff.*

☐

- 1.5 Driver's licenses of all operators of county vehicles and those who the County should reasonably anticipate will drive a vehicle in the scope of County employment are checked:
- a. Before extending offer of employment or, in the alternative, extend a conditional offer of employment based upon County's satisfaction with the drivers license history; and
  - b. Annually to determine status, restrictions, or modifications.

*This section will be verified by UACIM staff.*

☐

- 1.6 a. Provide a written statement to be received by UACIM on or before **June 1, 2002** (NO EXCEPTIONS), which lists the names of each insured whose motor vehicle report was obtained along with the reports of any insured who has any of the following offenses on the record:
- i. DUI, drugs, alcohol, or alcohol related reckless during last 12 months,
  - ii. Two or more moving violations during last 12 months, or
  - iii. Driver's license revoked or suspended in the last 12 months.
- b. Maintain records obtained for each insured pursuant to 1.5 and 1.6a on file until 1 June 2003 and make them available for inspection upon request of the Mutual.

*This section will be verified by UACIM staff.*



**SECTION TWO  
CLAIMS & LITIGATION MANAGEMENT  
MAXIMUM CREDIT: 5%**

The following credit is available in Section Two:



- 2.1 The county must have a written policy or memo for handling claims and lawsuits, which must state that all lawsuits and Notice of Claims received shall be forwarded to the individual designated by the county. That person shall send a copy of all potential UACIM-covered claims by certified mail, fax, or electronically to the UACIM Claims Manager within two business days.

*Please attach a copy of the policy/memo.*

Maximum Credit: 2%



- 2.2 All potential UACIM-covered claims are reported to the UACIM Claims Manager within ten days after receipt of the claim along with:
- a. A completed notice of claim form;
  - b. A copy of the claim;
  - c. Copies of all relevant reports, including police reports.

*This section will be verified by UACIM staff.*

Maximum Credit: 1%



- 2.3 The county notifies UACIM within one business day of serious occurrences likely to give rise to litigation or significant liability. These occurrences include:
- a. Any accidents involving death, hospitalization, or personal injury;
  - b. Vehicle pursuits which result in death, injury of any person, or destruction of third party property;
  - c. Shootings involving deputies;
  - d. Involuntary terminations which the county reasonably believes might result in litigation;
  - e. Sexual harassment allegations which the county reasonably believes might result in litigation;
  - f. Planning and zoning issues where the parties threaten litigation or that are likely to result in claims or lawsuits.

*This section will be verified by UACIM staff.*

Maximum Credit: 2%





**SECTION THREE  
VEHICLE SAFETY  
MAXIMUM CREDIT: 32%**

Prerequisites. The following prerequisites must be met in order to receive credit under this section:

- a. All accidents involving county drivers (including road department and Sheriff's Office personnel) and/or vehicles that have been reported to UACIM must be reviewed by the safety committee/ARB; and
- b. Copies of the accident reviews must be sent to UACIM.

*This section will be verified by UACIM staff.*

The following credit is available in Section Three:

- 3.1 The county maintains written records of all maintenance performed on each county-owned vehicle or heavy equipment.

*Please specify where the records are kept and who maintains them:*

Maximum Credit: 2%

- 3.2 County road department personnel have been trained on how to conduct a pre-trip inspection on licensed heavy vehicles, are required to conduct pre-trip inspections, and keep written logs of the inspections in the vehicle.

*Please attach a sample pre-trip inspection form used by the county.*

Maximum Credit: 7%

- 3.3 The county has the following written policies:
  - a. Use of seat belts required of all drivers and passengers in county vehicles;
  - b. All accidents involving county vehicles are to be reported immediately to the department head;
  - c. All CDL holders will comply with federal and state law regarding the reporting of accidents, citations, or driving convictions involving the CDL holder. The policy, or a memo circulated to CDL holders, states clearly when the CDL must report accidents and citations.
  - d. No cell-phone use by the driver while the vehicle is in motion.

*Please attach a copy of the policies.*

Maximum Credit: 2%





- 3.4 The county has a written policy which requires at a minimum that:
- Employees who have, during the course of employment, caused three or more vehicle accidents as determined by the county ARB within a three-year period of time shall lose driving privileges; and
  - Employees who are required to drive as a part of their core duties and who, during the course of employment, cause four accidents as determined by the county ARB shall be terminated from employment.

**OR, IN THE ALTERNATIVE**

The county has a written policy that requires drivers who are responsible for motor vehicle accidents to pay a portion of the deductible for any accident for which they are contributory cause as determined by the county ARB.

*Please attach a copy of the policies.*

Maximum Credit: 5%



- 3.5 The county has, within the last five years, conducted the National Safety Council four-hour Defensive Driver Course--or a UACIM-approved or UACIM-conducted defensive driver course--for all county employees and volunteers who drive while on county business.

*Please attach a copy of the attendance rosters from the DDC course(s).*

Maximum Credit: 5%



- 3.6 The county has an incentive program for county employees who drive during the course of employment that recognizes and rewards those who have not caused any accidents during the previous year. Such a program would, at minimum, recognize Public Works employees and Sheriff's office employees.

*Please describe the program.*

Maximum Credit: 7%



- 3.6 The county:
- Requires each insured who drives a motor vehicle within the scope of his or her employment and has an offense as set forth in Section 1.5, above, to complete a driver-training course which is approved by or, offered by the Mutual, prior to September 1 of the current year.
  - Requires each insured who drives a county vehicle within the scope of his or her employment to complete a driver's training course which is approved by, or offered by, the Mutual during the first year of employment with the county.

*Please attach a copy of the attendance roster from the defensive Driver Course.*

Maximum Credit: 4%



**SECTION FOUR  
PERSONNEL  
MAXIMUM CREDIT: 19%**

☐ The following prerequisites must be met in order to receive credit under this section:  
The following personnel policies must be adopted in writing:

- a. Established procedures for recruitment, interviewing, and hiring;
- b. Requirement that ADA compliant job descriptions be established for each county position;
- c. Prohibitions against illegal discrimination;
- d. Established procedures for discipline and termination.

***Copies of these policies must be attached.***

The following credit is available in Section Four:

☐ 4.1 The county has adopted a policy that states clearly at the beginning of the policy that the policy does not create a contract between the county and the employee.

***Please attach a copy of the policy.***

Maximum Credit: 2%

☐ 4.2 The county has written personnel policies and procedures and has distributed a copy to each employee. In the alternative, the county has made a copy available to the employee and explained to the employee in writing where a copy of the policies can be obtained for reference. Each employee has signed a statement that the employee has received and read the policy.

Maximum Credit: 2%

☐ 4.3 The county has adopted a written drug and alcohol testing program that is consistent with federal and state statutes. The policy contains the following elements when applicable:

- a. Pre-employment testing;
- b. Reasonable suspicion testing;
- c. Post accident testing in accordance with county policy;
- d. Random testing in accordance with federal regulations for drivers holding a Commercial Driver's License (CDL);
- e. Policy regarding positive results which includes a statement of the employee's rights

***Please attach a copy of the policy.***

Maximum Credit: 2%

☐ 4.4 The county updates the personnel policies and procedures on an annual basis and updates are circulated to all employees.

***Please list the last date the policy was reviewed/updated:***

Maximum Credit: 1%



- ☐ 4.5 The county trains all supervisory personnel, including elected officials, on the county's personnel policies and procedures.  
*Please list the training dates and attach an agenda/training materials if available.*  
Maximum Credit: 2%
- ☐ 4.6 The county has adopted a written Title VII harassment policy that:  
a. States the type of conduct prohibited;  
b. Does not require or advise the victim to address a complaint to the alleged harasser;  
c. States clearly how a complaint may be made and to whom;  
d. Provides for an alternate to whom a complaint may be made and at least one of the persons to whom a complaint may be made is a female; and  
e. Clearly states the appeals process or refers to the county's appeals process under which an appeal for specified personnel actions may be made.  
*Please attach a copy of the policy.*  
Maximum Credit: 3%
- ☐ 4.7 The county has adopted a conflict of interest policy which clearly states:  
a. When a potential for conflict occurs;  
b. How to report a conflict;  
c. What action can be taken against the employee if the policy is violated.  
The county has trained employees and elected officials on the policy.  
*Please attach a copy of the policy.*  
Maximum Credit: .5%
- ☐ 4.8 The county has attended the most recent UACIM annual personnel workshop.  
Maximum Credit: 2.5%
- ☐ 4.9 The county has verified that it does/does not comply with the requirements of the County Personnel Management Act.  
*Please attach a statement indicating that the county does or does not comply with the County Personnel Management Act. If the county does not comply with the Act, please:*  
a. *State why, i.e. the county does not have 130 or more employees not covered by another merit system; and*  
b. *Please state the maximum number of full-time, part-time, & seasonal employees employed by the county during the year. Include elected officials.*  
Maximum Credit: 4%





**SECTION FIVE  
LAW ENFORCEMENT  
MAXIMUM CREDIT: 11%**



The following prerequisites must be met in order to receive credit under this section:  
The following policies must be adopted in writing:

- a. Use of force;
- b. Vehicle pursuits;
- c. Searches and seizures; and
- d. Policies regarding pornography & grievances.

***Please list the sections or page numbers in the S.O. policies where the above referenced policies are located:***



- 5.1 All Sheriff's Office personnel receive annual training on all policies referenced in the prerequisites for this section.

***Please provide a list of the dates and topics for each training session.***

Maximum Credit: 2%

- 5.2 The Sheriff's Office has adopted a form of the Utah Jail Standards.

Maximum Credit: 2%



- 5.3 Sheriff's Office personnel receive annual EVO training in the same type of vehicle operated by the employee.

***Please provide a list of personnel who have attended EVO training in the past year.***

Maximum Credit: 7%



**SECTION SIX**  
**TRAFFIC CONTROL DEVICES**  
**MAXIMUM CREDIT: 5%**

☐ The following prerequisites must be met in order to receive credit under this section:

1. At least one copy of the Manual on Uniform Traffic Control Devices (MUTCD) must be on hand for reference by personnel responsible for the placing and maintaining of traffic control devices.
2. The county must maintain a written (or computerized) inventory of all county-maintained traffic control devices. At least 98% of all signs must be included in the inventory to qualify.

*The following policies must be adopted in writing:*

- ☐ 6.1 Written records of regular inspections of all traffic signs must be kept. Inspections must be conducted at least quarterly and include any maintenance conducted.

*Please provide a sample of the county's inspection report form.*

Maximum Credit: 2.5%

- ☐ 6.2 The county has a written emergency response program for reports of damaged or missing signs that:
- a. Specifies the employee to whom reports are to be forwarded;
  - b. Specifies the priority for response to a report of a missing or damaged sign;
  - c. Specifies that "stop" signs are to be replaced immediately, and, when necessary, the county will request the Sheriff's Office to respond to a report of missing or damaged "stop" signs at hazardous intersections until the sign is replaced; and
  - d. Requires that all reports of missing or damaged signs are kept along with a written report stating the replacement or repair date, the employee who made the repair, and the time the repair was made.

*Please provide a copy of the memo or policy.*

Maximum Credit: 2.5%



**SECTION SEVEN  
PLANNING AND ZONING  
MAXIMUM CREDIT: 5%**



The following prerequisites must be met in order to receive credit under this section:

1. The county must have adopted a General Plan in accordance with the Utah Code;
  2. The county must have adopted a zoning ordinance in accordance with the Utah Code; and
  3. The county must have adopted a subdivision ordinance in accordance with the Utah Code.
- The following policies must be adopted in writing:



- 7.1 All members of the planning commission have received training within the previous twenty-four months regarding the legal duties of a planning commissioner.

Maximum Credit: 5%



**SECTION EIGHT  
USE OF COUNTY FACILITIES BY THIRD PARTIES;  
COUNTY FAIRS  
MAXIMUM CREDIT: 9%**

The following policies must be adopted in writing:



- 8.1 The county has adopted a policy requiring third-party users of county-owned or leased facilities, including all facilities insured by the county through UACIM, to sign an indemnification (hold-harmless) agreement approved by the county attorney.

*Please attach a copy of the policy and sample hold-harmless agreement.*

Maximum Credit: 3%



- 8.2 The county has adopted a policy requiring:
- a. Liability insurance certificates from third parties using county-owned facilities, including all facilities insured by the county through UACIM;
  - b. That the insurance certificate name the county as an additional insured;
  - c. That written criteria be developed specifying when the insurance requirement might be waived;
  - d. That approval by the county governing body or its designate be obtained in writing before waiving the insurance requirement;
  - e. That copies be obtained of all certificates, and that written record of the waiver by the county of the insurance requirement and copies of certificates be kept on file for a period of at least five years; and
  - f. That the certificates be in the amount of at least \$1 million.

*Please attach a copy of the policy.*

*Note: If your county does not have property that is leased or used by third parties, you may qualify for this credit if you provide a signed statement certifying that county facilities are not leased or used by third parties.*

Maximum Credit: 3%



- 8.3 The county has a written policy that no alcohol be served at county-owned facilities, including all facilities insured by the county through UACIM, unless additional insurance has been obtained covering alcohol related services.

*Please attach a copy of the policy. Counties that have a ban on alcohol at county facilities may also receive credit if the policy is attached.*

Maximum Credit: 1%







8.4 When alcohol is served at county-owned facilities, the county must have written policies requiring or including the following:

- a. Additional security around the vendor selling alcohol;
- b. Hours of service (including no later than one hour before event closing time);
- c. Designation of non-drinking areas (including parking lots as non drinking areas);
- d. Stating that alcohol is not to be sold to vendors, employees of any vendor, employees of the fair, employees of any carnival, ride, or attraction, security personnel, or participants in events.

*Counties that have a ban on alcohol at county facilities can receive credit if the policy banning alcohol is attached.*

Maximum Credit: 1%



8.5 The county has written policies governing the use of fairgrounds, including use of arenas, buildings, and property. The rules for the use of the facilities are posted at each facility and clearly and conspicuously state that use of the facility is at the risk of the user and the county is not liable for damages or injuries.

*Please attach a copy of the policy and verify that the rules are posted at each facility.*

Maximum Credit: 1%



**SECTION NINE  
FIRE DEPARTMENTS/AMBULANCES/EMT  
MAXIMUM CREDIT: 6%**

The following prerequisites must be adopted in writing:

- ☐ 9.1 The county has stated in writing the operational authority of the fire departments/ambulance services/EMT operating under county jurisdiction, and has interlocal agreements or MOUs with other jurisdictions/agencies when the fire department/ambulance service/EMT is multi-jurisdictional. The agreement or MOU clearly states how liabilities will be apportioned among the jurisdictions/agencies.

*Please attach a copy of the interlocal agreement(s) and/or MOU.*

The following policies must be adopted in writing:

- ☐ 9.2 The county has adopted written policies and procedures establishing:
- a. What fire protection/ambulance/EMT services are provided;
  - b. What areas of the county will be serviced; and
  - c. The requirements for responding to fires and medical calls

*Please attach a copy of the policies.*

Maximum Credit: 1%

- ☐ 9.3 The county has a written policy that all apparatus/ambulance drivers maintain EVO certification with the Utah Fire and Rescue Academy. No other persons will be allowed to drive apparatus/ambulances.

*Please attach a copy of the policy.*

Maximum Credit: 3%

- ☐ 9.4 The county has a written policy that all fire fighters be at least wild land firefighter certified in areas where that certification is appropriate. All others will be fire fighter I certified.

*Please attach a copy of the policy.*

Maximum Credit: 1%

- ☐ 9.5 The county has a written policy stating that a vehicle maintenance schedule be developed for county insured fire fighting vehicles and ambulances and that written records will be maintained for each vehicle.

*Please attach a copy of the policy.*

Maximum Credit: 1%



**SECTION TEN  
SPECIAL SERVICE DISTRICTS  
MAXIMUM CREDIT: 6%**

☐

- 10.1 The county has a comprehensive list of all special service districts in the county along with a list of all board members and officers for each district.

*Please attach a copy of the list.*

Maximum Credit: 3%

☐

- 10.2 The county has required all special service districts to provide proof of insurance, and in cases where the county deems necessary, that the special service district has named the county as an additional insured.

*Please attach a copy of the proofs of insurance from each special service district listed above.*

Maximum Credit: 3%



**SECTION ELEVEN**  
**ADDITIONAL CREDIT FOR INSTALLATION OF SAFETY-RELATED DEVICES AND**  
**PROGRAMS**  
**MAXIMUM CREDIT: 2%**



- 11.1 The county may qualify for an additional credit for the installation of safety-related devices or the participation in safety related training programs for employees. Please list the device or program below, along with the cost and description of the risk or exposure the device or program is aimed at reducing or eliminating.

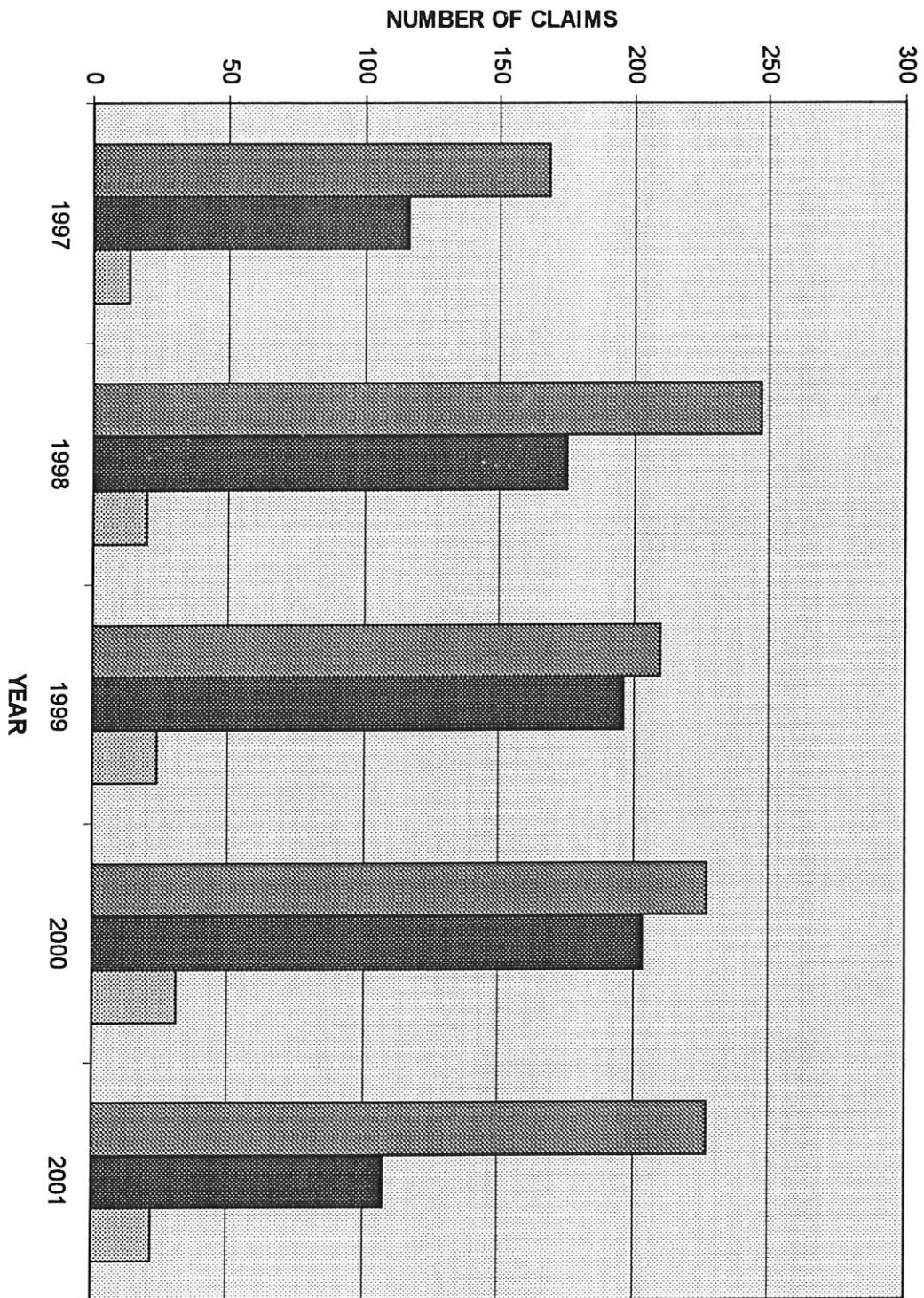
Maximum Credit: 2%

*Credit will be determined by UACIM staff based on the responses to this section.*





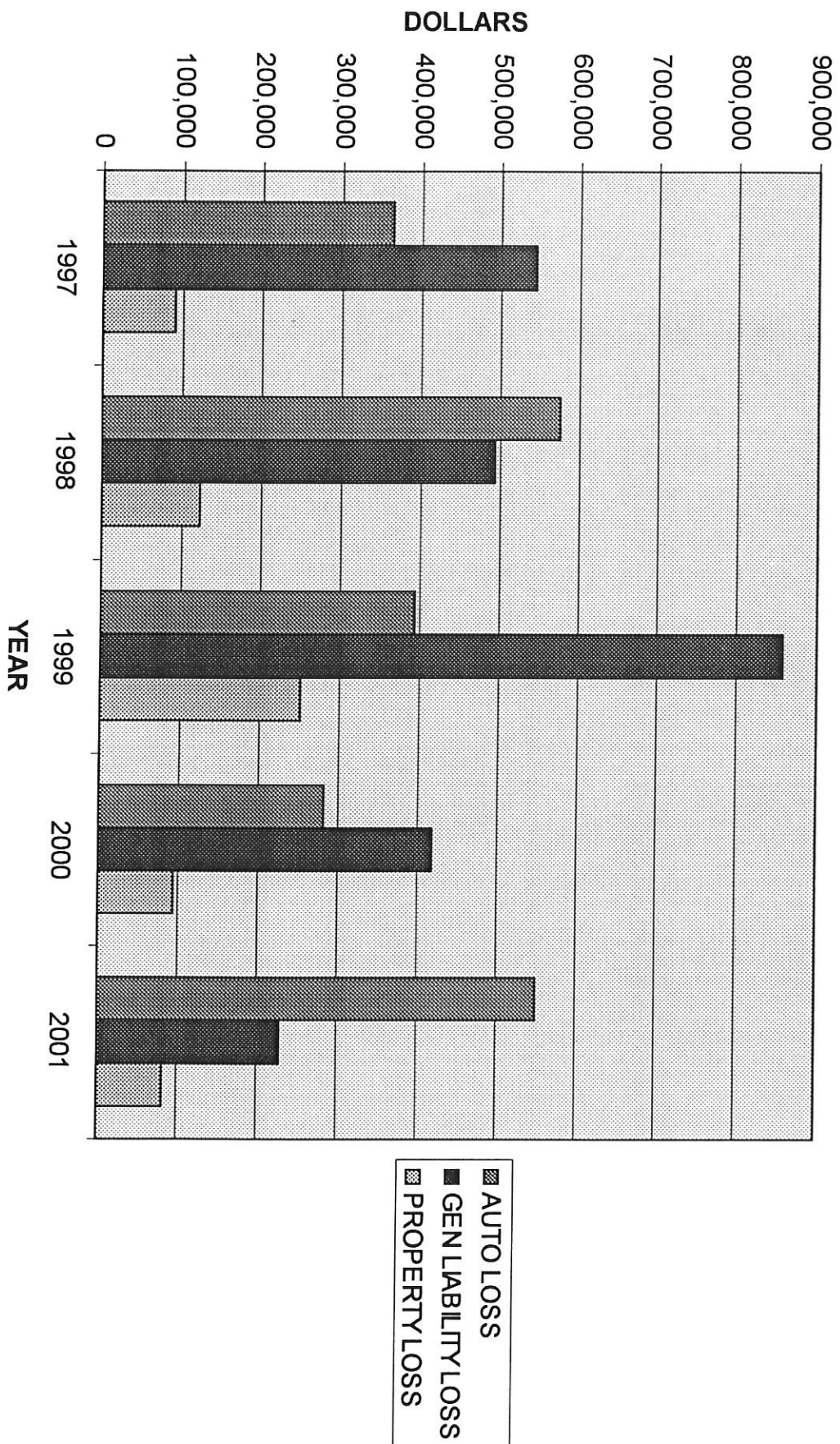
# CLAIMS BY YEAR



■ AUTO CLAIMS  
 ■ GEN LIABILITY CLAIMS  
 ■ PROPERTY CLAIMS

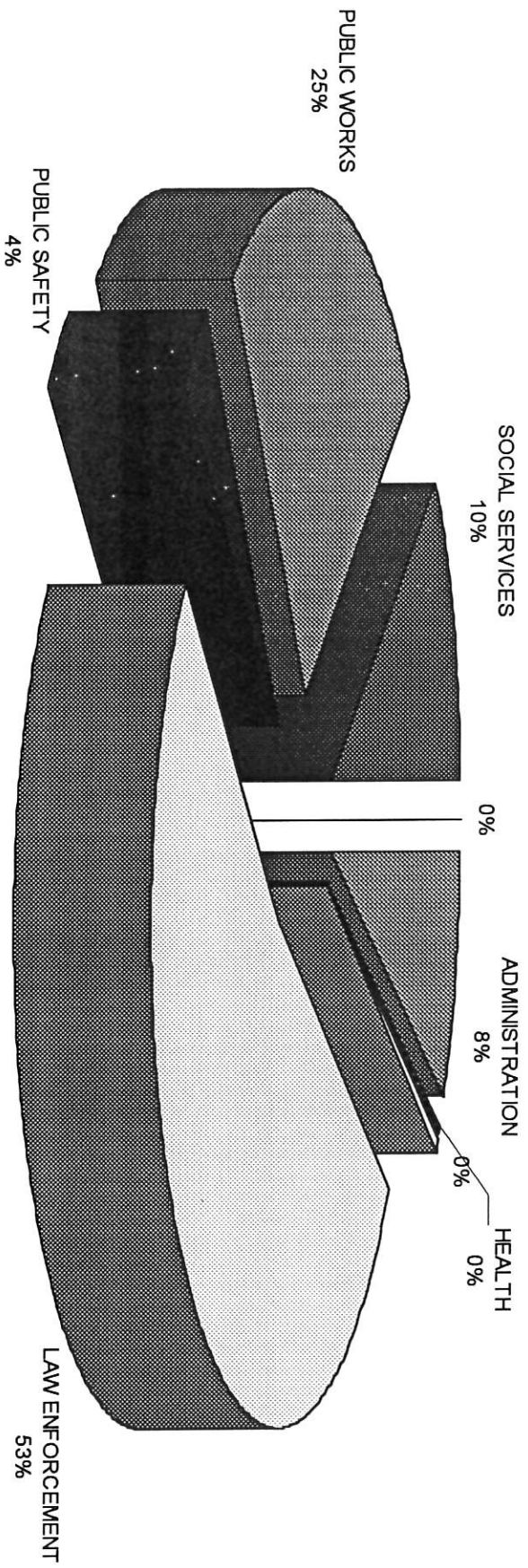


# NET INCURRED LOSS BY YEAR



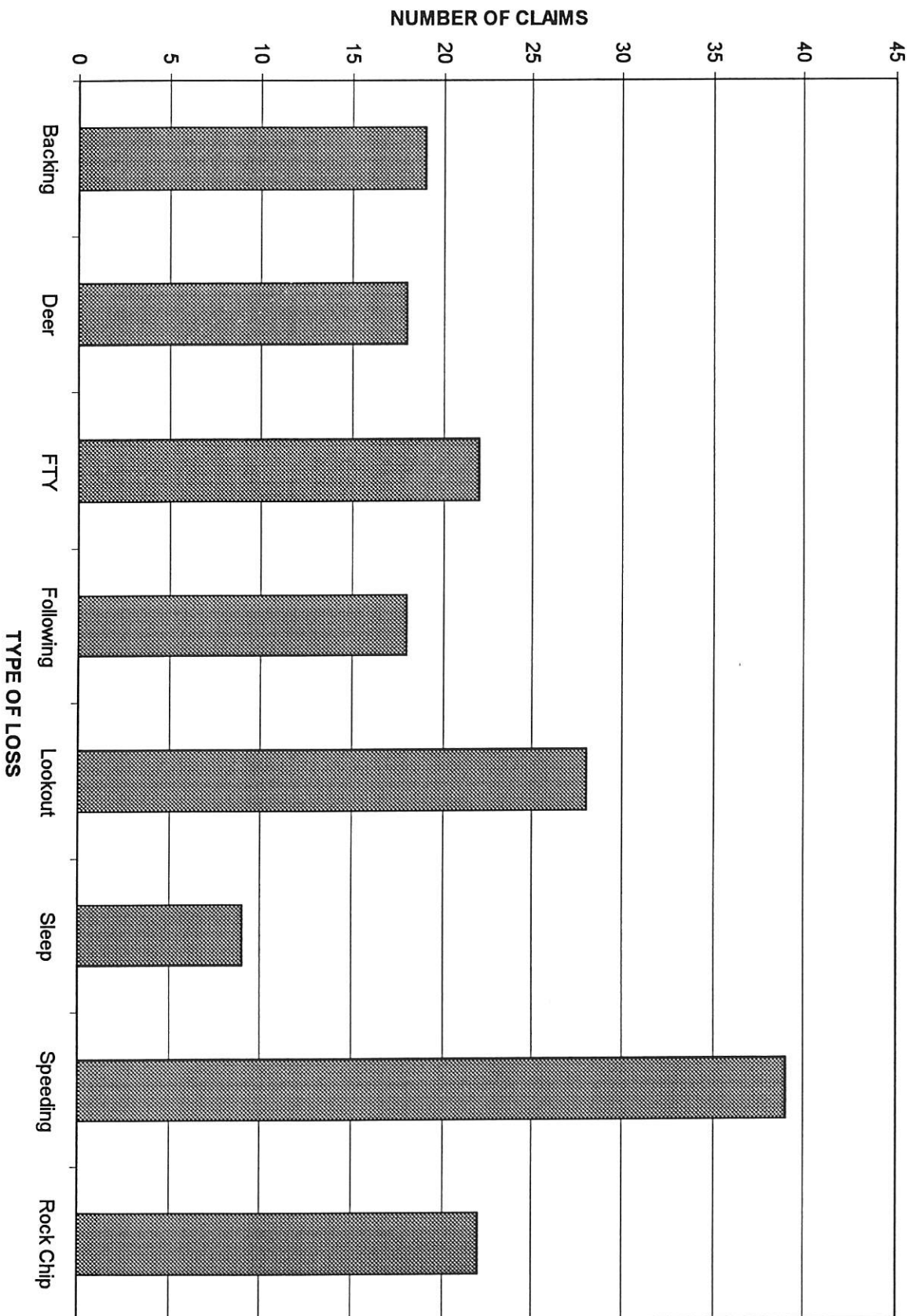


# AUTO CLAIMS BY DEPARTMENT 2001





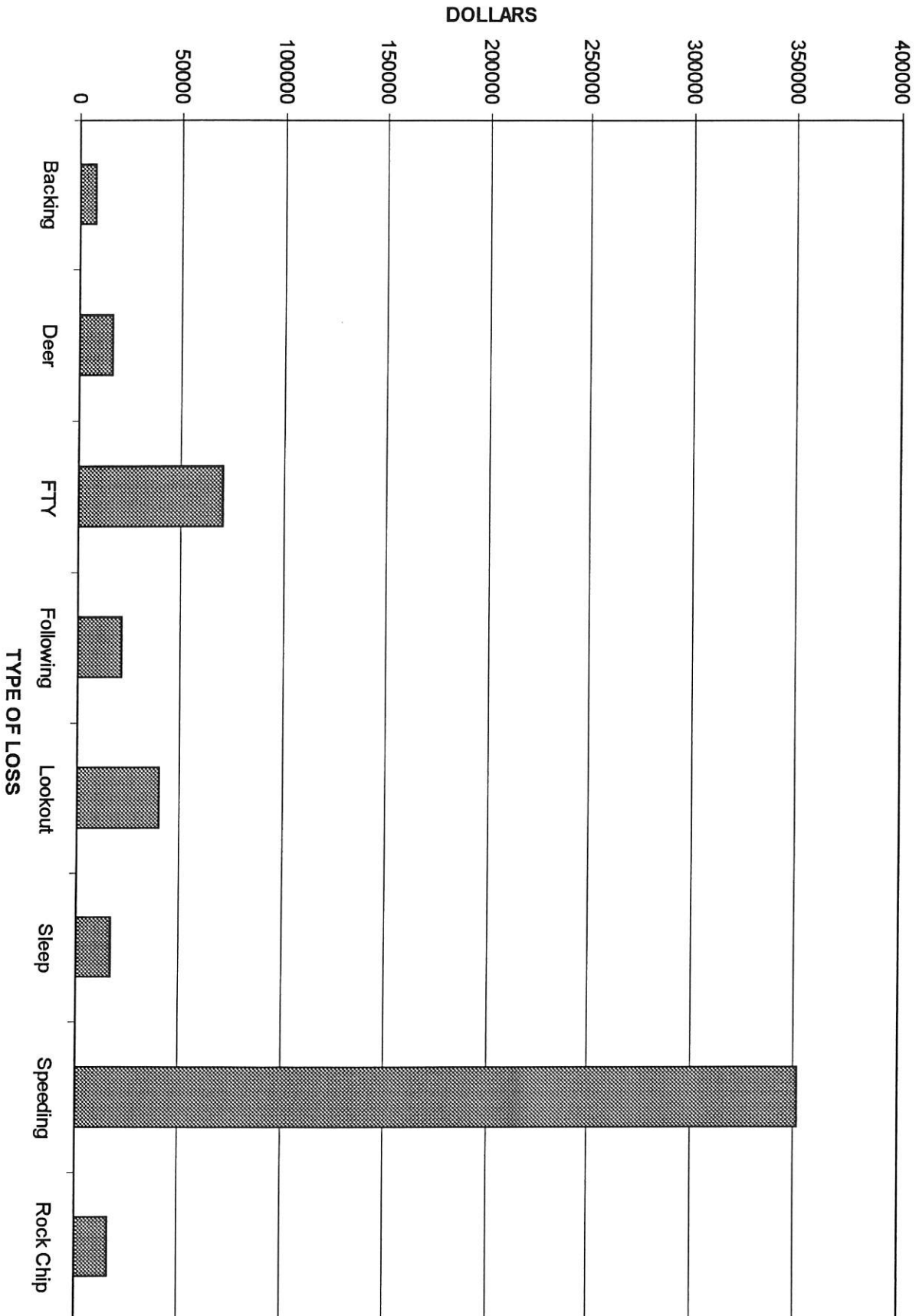
# AUTO CLAIMS BY CATEGORY 2001







# AUTO LOSS BY CATEGORY 2001





## **AMENDED BYLAWS FOR THE UTAH ASSOCIATION OF COUNTIES INSURANCE MUTUAL**

These Amended Bylaws are adopted and entered into by and among Members of the Utah Association of Counties Insurance Mutual, each of which hereby agrees to abide by the terms and conditions of these Amended Bylaws and all actions taken pursuant hereto.

### **ARTICLE 1.           Authority.**

- 1.1     These Bylaws are amended pursuant to the provisions of Section 4 of the Amended Interlocal Cooperation Agreement.

### **ARTICLE 2.           Definitions.**

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

- 2.1     Administrator. Utah Association of Counties
- 2.2     Agreement. The Amended Interlocal Cooperation Agreement for Utah Association of Counties Insurance Mutual.
- 2.3     Articles. The Articles of Incorporation of the Mutual.
- 2.4     Board of Trustees or Board. The Board of Trustees of the Mutual.
- 2.5     Bylaws. The Amended Bylaws for Utah Association of Counties Insurance Mutual.
- 2.6     Code. The Utah Insurance Code, including Utah Code Ann. Title 31A, as amended from time to time.
- 2.7     Member. A Utah county which is a party to the Amended Interlocal Cooperation Agreement.
- 2.8     Mutual. Utah Association of Counties Insurance Mutual.
- 2.9     Representative. The person designated pursuant to Article 4.5b to be a Member's official representative for the purposes of the Mutual.
- 2.10    Trustee. A person serving on the Board.

**ARTICLE 3. Mutual.**

- 3.1 The Mutual is a public agency insurance mutual and a political subdivision of the State of Utah as provided by law.
- 3.2 The Mutual is formed, financed, organized, and shall operate in accordance with the Amended Interlocal Cooperation Agreement, the provisions of these Bylaws and the Articles of Incorporation of the Mutual.
- 3.3 The Mutual may sue and be sued, complain and defend, in its corporate name.
- 3.4 The Mutual is not an assessable mutual.
- 3.5 These Amended Bylaws may be amended and shall continue in effect for a period of fifty years from the adoption date of the original Bylaws, at which time, they shall terminate unless renewed as permitted by law, or until earlier dissolved as provided herein.
- 3.6 The Mutual shall have all powers necessary or desirable to achieve the purposes of the Mutual as set forth in the Amended Interlocal Cooperation Agreement, the Articles of Incorporation and these Amended Bylaws.

**ARTICLE 4. Members.**

- 4.1 Membership in the Mutual is limited to those counties which are Members of the Utah Association of Counties and which properly enter into the Amended Interlocal Cooperation Agreement.
- 4.2 Counties, including former Members, may be admitted to the Mutual after its formation only upon approval of the Board and subject to the conditions set out in the Agreement, these Bylaws and such additional conditions as the Board may from time to time require.
- 4.3 The Members shall have the power to:
  - a. Elect Trustees pursuant to Article 5.
  - b. Remove any Trustee from the Board by a two-thirds vote of the Members present at a meeting.
  - c. Voluntarily dissolve the Mutual, but only at a meeting at which a majority of all Members, whether present at the meeting or not, vote in favor of the dissolution;
  - d. Amend the Bylaws by a two-thirds vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least thirty days in advance of the vote thereon.

- e. Amend the Articles of Incorporation by a two-thirds vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least thirty days in advance of the vote thereon.

4.4 Members shall meet at least once annually. Specials meetings of the Members may be called by the Board or President pursuant to a procedure to be established by the Board, or upon written request executed by at least thirty percent (30%) of the Members.

- a. Notice of any Member meeting shall be mailed by the Administrator to each Member at least fifteen days in advance.
- b. The President or Vice President of the Board shall preside at the meeting, or the President's designee if both the President and Vice-President are not present at said meeting.
- c. A majority of the Members shall constitute a quorum to do business.
- d. Proxy voting shall not be allowed.
- e. Each Member shall be entitled to one vote, to be cast by its representative.
- f. The location of meetings of Members will be as determined from time to time by the Board.

4.5 Members shall have the obligation to:

- a. Pay promptly all premiums and other payments to the Mutual at such times and in such amounts as shall be established in accordance with these Bylaws, including any interest and penalties for late payment as may be required by a policy adopted by the Board.
- b. Designate in writing a representative and one or more alternate representatives for the Members' meetings. Each representative and alternate representative must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the governing body or by the county executive of the Member to be the Member's official representative for the purposes of the Mutual. An alternate representative may exercise all the powers of a representative during a Member meeting, in the absence of the representative.
- c. Allow the Mutual and its Administrator, Director, agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Mutual and implementation of the Agreement.

- d. Cooperate fully with the Mutual's attorneys and Administrator, and any other agent, contractor, employee or officer of the Mutual in activities relating to the purposes and powers of the Mutual.
- e. Provide information requested by the Mutual, its Administrator, and any other agent, contractor, employee or officer of the Mutual, as reasonably required for the administration of the Mutual.
- f. Allow the Mutual, and attorneys and others designated by the Mutual, to represent the Member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Mutual and also to deny coverage for any claims settled by Member counties or for any monies paid by Member counties toward claims without the prior written approval of MUTUAL.
- g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.
- h. Report to the Mutual, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Mutual being required to consider a claim.
- i. Report to the Mutual, in the form and within the time required by the Board, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities.

## ARTICLE 5. Board of Trustees. <sup>c</sup>

- 5.1 The Board shall be composed of ~~eleven~~ twelve persons, nine of which shall be elected by the Members (elected Trustees) and three of which shall be appointed (appointed Trustees).
- 5.2 No person convicted of a felony may serve as a Trustee.
- 5.25.3 Each Trustee shall be an elected or appointed officer or an employee of a Member. At least one Trustee shall serve on the Board of Directors of the Utah Association of Counties. Three elected Trustees shall be representatives from first, second, or third class counties and three elected Trustees shall be representatives from fourth, fifth or sixth class counties, as defined in Utah Code Ann. §17-16-13. Three of the remaining elected Trustees shall be elected at large. The final Three appointed Trustee positions shall be reserved for the Chairs of the Litigation Management Committee, and the Chair of the Law Enforcement Committee and the Personnel Committee, which positions shall be appointed by the Board. No person convicted of a felony may serve as a Trustee.
- 5.35.4 Election of Trustees shall take place at the annual meeting of the Members. Elected Trustees shall assume office at the first Board meeting of the calendar year following their election.

5.45.5 Terms of the elected Trustees shall be two-year overlapping terms.

5.55.6 The Board of Trustees shall elect three Trustees to serve on a Nominating Committee at the first Board meeting of each calendar year. The Nominating Committee shall solicit nominations for available elected Trustee positions. Any elected official of a Member or any Trustee may nominate eligible persons to run for available elected Trustee positions. Nominations will be received at the UACIM Mutual office no later than 44 30 days prior to the meeting at which the election is scheduled. UACIM The Mutual will verify that each person nominated nominee is willing to serve if elected before placing that persons name on the ballot. forwarding the nominations to the Nominating Committee. The person conducting Trustee elections shall also call for nominations from the floor and accept such nominations provided that the nominee expresses, or has expressed in writing, a willingness to serve if elected. The Nominating Committee shall review the nominations and select by a majority vote not more than three names to be placed on the ballot for each available elected Trustee position. A person may not be nominated and placed on the ballot for more than one available elected Trustee position. In the event that no nominations are received for one or more available elected Trustee positions, the President of the Board of Trustees can solicit nominations from the floor on the following conditions:

- a. The nominee is eligible to serve as a Trustee under Subsection 5.2 of this Article; and
- b. The nominee, if present, expresses a willingness to serve, or, if not present, the Mutual has verified that the nominee has expressed in writing a willingness to serve.

5.7 In the event of a tie vote for elected Trustee positions:

- a. If two nominees are running for the same elected Trustee position, the President of the Board of Trustees may conduct a coin toss when the votes are tied.
- b. If three nominees are running for the same elected Trustee position and two of the three nominees have an equal and highest number of votes, the President of the Board of Trustees may call for a revote between the two nominees receiving the equal number of votes.

5.65.8 A vacancy shall occur on the Board when a Trustee:

- a. Submits a written resignation to the Board.
- b. Dies.
- c. Is no longer an elected or appointed officer or employee of a Member.

- d. Fails to attend three consecutive regular meetings of the Board without the Board having excused such absences except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.
- e. Is removed by the Members pursuant to Article 4.3.
- f. Is convicted of a felony.

5.75.9 Any vacancy in the position of an elected Trustee may be filled by majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy for the unexpired term. °

5.85.10 To the extent permitted by law, Trustees may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.

5.95.11 Each Trustee must be a resident of Utah. "Inside directors" may not constitute a majority of the Board, as provided by Utah Code Ann. §31A-5-407.

5.105.12 Subject to the limits described in Article 3.6, the powers of the Board shall include, but not be limited to, the powers to:

- a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Code.
- b. Establish premiums, pursuant to guidelines adopted by the Board from time to time.
- c. Serve as the policy-holder of any group policies or plans.
- d. Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
- e. Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages provided by or through the Mutual, as the Board deems appropriate.
- f. Establish the duties of the Administrator and Director of the Mutual.
- g. Provide for the administration of the moneys of the Mutual, for the manner of payments to the Mutual, and for payment of all expenses of the Mutual; establish standards for the accountability of all receipts and disbursements of the Mutual; and establish procedures for safekeeping, handling, and investing such monies received or paid.



- h. Acquire, lease, hold, and dispose of real and personal property.
- i. Exercise the full power and authority of any Member of the Mutual when requested to do so by the Member's governing body.
- j. Provide for necessary activities to accomplish the purposes of the Mutual.
- k. Do any act permitted by law and not in conflict with these Amended Bylaws, the Amended Interlocal Cooperation Agreement, or the Articles of Incorporation of the Mutual.
- l. Provide for an independent audit of claim handling procedures, payments, and overall operations of the Mutual, at such times as the Board may determine.
- m. Establish loss reduction, prevention and risk management policies, procedures, and requirements for Members of the Mutual.
- n. Adopt and adjust the coverages provided through the Mutual in concurrence with excess insurers and/or reinsurers.
- o. Enter into contracts as necessary or appropriate for the operation of the Mutual.
- p. Appoint committees from time to time, as the Board considers appropriate; subject to the requirements of Utah Code Ann. §31A-5-412 (1994).
- q. Approve a list of attorneys or firms of attorneys authorized to represent Members in claims covered by or through the Mutual.
- r. Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Mutual.
- s. Provide risk management services and educational and other programs related to risk management.
- t. Exercise all powers of the mutual except those powers reserved to the Members, and all powers necessary and proper for the operation of the Mutual and implementation of the Mutual, subject to the limits of the Amended Interlocal Cooperation Agreement, the Articles of Incorporation, Amended Bylaws, and the Code. The Board is responsible for all operations of the Mutual.

~~5.11~~5.13 Subject to the limits of the Code, the Board shall:

- a. Perform all duties required by the Code, the Amended Interlocal Cooperation Agreement, the Articles, and these Amended Bylaws.
- b. Obtain and provide to Members at least annually an audit of the finances of the Mutual performed by an independent certified public accountant.

- c. Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Mutual.
- d. Provide at least annually for an actuarial review of the Mutual.
- e. Adopt a budget annually and report the budget to the Members.
- f. Require that fidelity bonds, in an amount to be determined by the Board, be in effect for the Administrator, claims service provider and its employees, and every other person having access to moneys of the Mutual.
- g. Contract with Utah Association of Counties for administrative and management services, including a reasonable fee approved by the Board and Utah Association of Counties to cover the cost of the services so provided.
- h. Appoint an Audit Committee, as provided in Utah Code Ann. §31A-5-412.

## **ARTICLE 6.           Officers, Meetings, Procedures.**

- 6.1 The principal offices of the Board shall be: president, vice-president and secretary-treasurer. The principal offices shall be held by three separate natural persons. Officers shall be elected by and from among the Trustees, at the first Board meeting following each annual meeting of the Members. The Board shall establish the powers and duties of each officer, consistent with these Bylaws, the Agreement and the Articles of Incorporation of the Mutual. All Members of the Board shall have full voting rights, except that the President of the Board shall only vote in the event of a tied vote. The president shall preside over meetings of the Board and of the Members and shall perform such other duties as may be prescribed from time to time by the Board and the Members. The vice-president shall exercise the powers of the president in the absence of the president.
- 6.2 The Board shall fix the date, time and place of regular meetings that are scheduled in advance over the course of a year. Meetings may be called by the president, or by any five Members of the Board, by written notice mailed at least ten days in advance to all Trustees or by unanimously executed waiver of notice. Emergency meetings of the Board may be held to consider matters of an emergency or urgent nature, after an attempt has been made to notify all Board Members and a majority votes in the affirmative to hold the meeting. Notice, including public notice, of all meetings and the agenda shall comply with applicable laws of the State of Utah.
- 6.3 ~~Six~~ Seven Trustees shall constitute a quorum to do business. All actions of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by these Bylaws.
- 6.4 The Board shall adopt such procedures as it deems necessary or desirable for the conduct of its business.

- 6.5 One or more or all Trustees may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 6.6 The Board shall follow the most recent edition of Roberts Rules of Order, except that the laws of the State of Utah, the Articles, and other specific provisions of these Bylaws shall prevail in the event of any conflict with Roberts Rules of Order.

#### **ARTICLE 7. Financing.**

- 7.1 All monies of the Mutual, and earnings thereon, shall be held in the name of and for the use and benefit of the Mutual.
- 7.2 The Board shall establish Member premiums pursuant to guidelines established by the Board from time to time consistent with the Code.
- 7.3 Any refund of surplus moneys shall be consistent with policies adopted by the Board.
- 7.4 Investments of monies of the Mutual shall be limited to those investments permitted by the State Money Management Act of 1974, Utah Code Ann. §51-7-1 et seq. (1994), as amended, and the Code.

#### **ARTICLE 8. Withdrawal from the Mutual.**

- 8.1 Any Member may withdraw from the Mutual, at the end of a coverage period after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than the ninetieth day prior to the date the Member's coverage would otherwise renew. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is withdrawn by the Member before the ninetieth day prior to the date the Member's coverage would otherwise renew. The Board may at its sole discretion agree to permit an earlier date of withdrawal.
- 8.2 A withdrawn Member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Mutual, and any continuing obligation of the Mutual to the Member or of the Member to the Mutual, after the effective date of the Member's withdrawal, shall be consistent with these Bylaws, the Amended Agreement and any policy adopted by the Board, and the Code.

#### **ARTICLE 9. Termination of Membership.**

- 9.1 A Member which terminates its membership in the Utah Association of Counties shall not be a Member of the Mutual effective as of the end of the policy period during which the termination of the membership occurred.

- 9.2 A Member which fails to pay a premium or any other payment due the Mutual shall have its membership in the Mutual terminated on the sixtieth day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to pay a premium or other amount due the Mutual shall be mailed to the Member at least thirty (30) days prior to the date of termination. A termination of membership under this paragraph 9.2 shall not be subject to the provisions of paragraph 9.3.
- 9.3 Any membership in the Mutual may be terminated by the Board or the Members for failure of the Member to carry out any other obligation of the Member, subject to the following:
- a. The Member shall receive notice from the Board of the alleged failure and shall be given not less than thirty (30) days in which to cure the alleged failure, along with notice that termination of membership could result if the failure is not so cured.
  - b. The Member may request a hearing before and decision by the Members on the termination. The request shall be made in writing to the Board at least five days before the end of the period given by the Board to cure the alleged failure. At such hearing, the Board shall present the case for termination of membership and the affected Member may present its case. The affected Member shall not be counted in determining the number of votes required, nor shall the representative of such Member be entitled to vote on the termination.
  - c. If no request is received pursuant to subparagraph b. of this paragraph 9.3, and if the failure is not cured within the time required by the Board's notice or any extension of such time as the Board may grant, the Board may terminate the membership. The Member may request a hearing before the Board on the proposed termination in lieu of a hearing before the Members. The request shall be made in writing and received by the Board at least five days before the end of the period given by the Board to cure the alleged failure, and shall be granted if so made.
  - d. The Board shall provide the Member at least ten days prior written notice of the time and place of any requested hearing, and the proposed termination of membership may not take effect until such time after the conclusion of any hearing as the Board or Members, as applicable, may set.
- 9.4 Termination of membership shall be in addition to any other remedy which may exist.
- 9.5 A Member shall lose all voting rights upon termination of its membership. Any claim of title or interest to any asset of the Mutual, and any continuing obligation of the Mutual to the Member or of the Member to the Mutual, after the termination of membership, shall be as determined consistent with the Agreement, these Bylaws, any policy adopted by the Board, and the Code.

**ARTICLE 10.        Dissolution and Disposition of Property.**

- 10.1    The Mutual may be dissolved by the Members as provided in Article 4 and in the Agreement. In the event of voluntary dissolution of the Mutual, the assets of the Mutual not used or needed for the purposes of the Mutual, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties which are Members of the Mutual at the time of dissolution.
- 10.2    Upon partial or complete dissolution of the Mutual by the Members in accordance with Article 4 and the Agreement, the Trustees shall determine, consistent with these Amended Bylaws, all other matters relating to the disposition of property and dissolution of the Mutual by a two-thirds vote of all Trustees.
- 10.3    The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Mutual.

**ARTICLE 11.        Liability of Board, Officers and Employees.**

- 11.1    It is the intent of the Mutual to provide the broadest possible immunity from personal liability to each Trustee, officer, and employee of the Mutual allowed by applicable laws of the State of Utah including, but not limited to, the Governmental Immunity Act, the Corporations Code and the Insurance Code, as amended from time to time. The Mutual shall defend and indemnify the Trustees, officers and employees of the Mutual against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah. The Mutual shall purchase liability or other appropriate insurance providing coverage for the Trustees, officers and employees of the Mutual. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

**ARTICLE 12.        Arbitration.**

- 12.1    To the extent permitted by any applicable reinsurance or excess insurance, if the Board or its authorized representative and a Member disagree on whether a loss is covered through the Mutual or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
  - a.        Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so

selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.

- b. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
- c. The Mutual shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Mutual and the Member.

### **ARTICLE 13. General Provisions.**

- 13.1 Except as provided in these Amended Bylaws and to the extent of the financial contributions to the Mutual agreed to herein or such additional obligations as may come about through amendments to these Amended Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The contracting parties intend in the creation of the Mutual to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other Member.
- 13.2 The laws of Utah shall govern the interpretation and performance of these Amended Bylaws.
- 13.3 In the event that any portion of these Amended Bylaws is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and these Amended Bylaws are expressly declared to be severable.
- 13.4 These Amended Bylaws do not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Mutual satisfies such obligation or responsibility.
- 13.5 All moneys received by the Mutual are public funds, including earned interest, derived from its Members which are counties within the State of Utah.
- 13.6 It is the intention of the Members that the Mutual and any income of the Mutual not be subject to taxation, and the Members shall cooperate in such respects, including amending these Amended Bylaws, as reasonably necessary to establish and maintain the non-taxable status of the Mutual.



- 13.7 Except as permitted in these Amended Bylaws, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 13.8 In the event of the payment of any loss by the Mutual under this Agreement, the Mutual shall be subrogated to the extent of such payments to all the rights of the Member against any other person or other entity legally responsible for damages for such loss, and in such event the Member agrees to render all reasonable assistance to effect recovery.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ President \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Secretary/Treasurer \_\_\_\_\_

Date: \_\_\_\_\_





**Brokerage and Administrative Services Agreement**  
**Utah Association of Counties Insurance Mutual**  
**&**  
**Arthur J. Gallagher Risk Management Services, Inc.**

**AGREEMENT**

THIS AGREEMENT is made and entered into this first day of January, 2002 by and between Utah Association of Counties Insurance Mutual, a corporation ("Client"), and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois Corporation ("Gallagher").

**I. RECITALS**

- A. Client desires to insure its General Liability, Automobile Liability, Errors & Omissions, Property, Auto Physical Damage, Crime, and Boiler & Machinery risks.
- B. Gallagher is engaged in the business of advising its clients on their insurance needs and procuring insurance on behalf of its clients as an insurance broker.
- C. Gallagher desires to provide certain administrative services and required insurance brokerage services to Client, and Client desires to have Gallagher provide such services in accordance with the terms hereof.

**II. TERM & TERMINATION**

**A. TERM**

This Agreement shall be effective for an initial term of three year(s), commencing January 1, 2002, and shall remain in full force and effect until January 1, 2005. Thereafter this Agreement shall be automatically renewed for successive one year terms until terminated as provided herein.

**B. TERMINATION**

Either party may terminate this Agreement, with or without cause, upon the conclusion of the initial term or the conclusion of any successive renewal term by providing thirty (30) days prior written notice. In the event either party materially breaches this Agreement at any time, this Agreement shall terminate upon the failure of the breaching party to remedy the breach with thirty (30) days of receipt of written notice of the breach.

**III. AGREEMENT**

**A. OBLIGATIONS OF GALLAGHER**

- 1. Gallagher shall provide services in accordance with Exhibit A, attached hereto and made a part hereof.
- 2. Gallagher shall use its best efforts to secure insurance required for the proper administration of Client's business. In the event an insurance company cancels or refuses to place the necessary insurance, Gallagher shall use its best efforts to obtain the coverage from another insurance company.

**B. OBLIGATIONS OF CLIENT**

- 1. Gallagher shall receive its usual and customary brokerage commission for the services provided hereunder.



Gallagher will be charging a flat fee of \$80,000 for brokerage and administrative services, which is an insurance related service. Utah Code Ann. §31A-23-401 In addition to the flat fee charged, Gallagher is also eligible to receive annual performance bonuses up to the maximum amount of \$16,000.

2. **In addition to the fees (commissions) provided herein, it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to client pursuant to this Agreement. Any such fees or commission will not constitute compensation to Gallagher under Section III.B.1 above.**
3. **Gallagher from time to time enters into arrangements with certain insurance carriers or those carriers' reinsurers providing for compensation, in addition to commissions, to be paid by such carriers or reinsurers to Gallagher or its affiliates based on, among other things, the volume of premium and/or underwriting profitability of the insurance coverages written through Gallagher by such carriers or reinsurers. In addition, Gallagher and its affiliates provide management and other services to, and receive compensation for those services from, certain reinsurers that reinsurer insurance coverages written through Gallagher by other insurance carriers. The insurance coverages you purchase through Gallagher might be issued by an insurance carrier or reinsured by a reinsurer that has such a relationship with Gallagher or its affiliates.**
4. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf.
5. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment shall constitute a material breach of this Agreement that shall allow Gallagher to terminate this Agreement, at its option, in accordance with Section II.B

#### **C. MUTUAL OBLIGATIONS**

##### **1. Ownership of Records and Documents**

- a) Gallagher agrees that all books, records, lists of names, journals, ledgers, and other recorded information developed specifically in connection with the administration of Client shall always be and remain the property of Client.

Gallagher agrees to keep all such material confidential and not to reproduce, disclose, or disseminate the material or the information contained therein to third parties without the prior written consent of the Client. Upon termination of this Agreement for any reason, Gallagher shall immediately return all such material, and any copies thereof, to Client.

- b) Client agrees that Gallagher is the sole owner of the following material and that Client has no right to its use following termination of this Agreement:
  - (1) Proprietary computer programs;
  - (2) Proprietary procedures and methods of administration; and
  - (3) Underwriting and client files developed by Gallagher.



Client agrees to keep all such material confidential and not to reproduce, disclose, or disseminate the material or the information contained therein to third parties without prior written consent of Gallagher. Upon termination of this Agreement for any reason, Client shall immediately return all such material, and any copies thereof, to Gallagher.

2. **Employees of Gallagher**

Client agrees that during the term of this Agreement and for a period of one year following the date of the termination of this Agreement, it will not utilize the services of:

- a) Any individual who was an employee of Gallagher during the term of this Agreement, or any renewal, either as an employee or otherwise to perform services for Client similar to those services provided by Gallagher under this Agreement; and
- b) Any person, firm, partnership, or company which employs any person who was an employee of Gallagher during the term of this Agreement, or any renewal, and whose duties in connection with such employment involved providing services of a kind, nature, or description similar to those being provided by Gallagher under this Agreement, whether or not such employee provided those services for Client.

3. **Waiver of Nonperformance**

No waiver of any default in performance on the part of Gallagher or like waiver by Client, or any breach or a series of breaches of any of the terms, covenants, or conditions of this agreement shall constitute a waiver of any subsequent breach or a waiver of said terms, covenants, or conditions. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which either party is entitled under this Agreement or otherwise.

4. **Partial Invalidity**

Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, the remaining portion shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

5. **Governing Law**

The validity, interpretation, and performance of this Agreement shall be controlled and construed according to the internal laws of the State of Utah.

6. **Indemnification**

- a) Gallagher agrees to indemnify, protect, save, and keep harmless Client from any and all loss, cost, damage, or exposure arising from the negligent acts or omissions of Gallagher.
- b) Client agrees to indemnify, protect, save, and keep harmless Gallagher, its affiliates and subsidiaries, from any and all loss, cost, damage, or expense from:
  - (1) any financial obligation to pay premiums to any insurer, excess insurer, or reinsurer;
  - (2) The legality or validity of the operations, organization, or structure of Client; and
  - (3) the negligent acts or omissions of Client.

7. **Successors**

This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees, and successors in the interest of the parties hereto.



8. **Entire Agreement; Modification, or Amendment**

This Agreement and the Exhibit hereto represent the entire and exclusive statement of the agreement of the parties and may be modified or amended only by a written statement signed by both parties. Such modification or amendment shall be attached to, and shall thereupon become a part of this Agreement.

9. **Headings**

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

10. **Independent Contractors**

It is understood and agreed that Gallagher is engaged to perform services under this Agreement as an independent contractor. The parties hereto agree that neither party has any relationship with or contractual liability to the other with respect to the subject matter of this Agreement other than as set forth herein.

11. **Practice of Law**

It is understood and agreed that Gallagher will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

12. **Counterparts**

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

13. **Remedies not Exclusive**

No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

14. **Subcontracting**

Gallagher may subcontract any or all of the services required to be performed by it hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ARTHUR J. GALLAGHER & CO. (\_\_\_\_)

(CLIENT)

By: \_\_\_\_\_

By: \_\_\_\_\_





# UAC INSURANCE MUTUAL

## General Budget

	Amended Approved 2/16/01 2001 Budget	Amended Proposed 12/13/01 2001 Budget	Approved 10/19/01 2002 Budget
<b>REVENUE</b>			
Premiums Written	3,274,082	3,274,082	3,576,825
Investment Income	400,000	400,000	300,000
Miscellaneous Income			
<b>TOTAL REVENUE</b>	3,674,082	3,674,082	3,876,825
<b>LOSSES AND LOSS EXPENSES</b>			
Losses	1,715,000	1,715,000	1,850,000
Claims Management Expenses	224,000	224,000	232,960
Reinsurance	870,731	870,731	1,064,659
Loss Adjustments for Previous Years	0	0	0
<b>TOTAL LOSS EXPENSES</b>	2,809,731	2,809,731	3,147,619
<b>ADMINISTRATION EXPENSES</b>			
Broker Fees	105,000	105,000	80,000
Administration Fees	446,815	446,815	494,804
Professional Fees	50,000	45,000	30,255
Interest Expense	0	0	0
Other Expenses	31,300	36,300	31,300
<b>TOTAL ADMINISTRATION</b>	633,115	633,115	636,359
<b>TOTAL LOSSES AND EXPENSES</b>	3,442,846	3,442,846	3,783,978
<b>NET INCOME</b>	231,236	231,236	92,847



**UAC Insurance Mutual**  
**PROFESSIONAL FEES**  
January through December 2001

Type	Date	Num	Name	Memo	Paid Amount	Balance
Professional Fee						
Check	1/26/2001	1600	Larson & Company	November Compilation	510.00	510.00
Check	1/26/2001	1600	Larson & Company	Ambest Program	820.00	1,330.00
Check	2/16/2001	1603	Larson & Company	December Compilation	425.00	1,755.00
Check	2/16/2001	1603	Larson & Company	RBC Module	390.84	2,145.84
Check	2/16/2001	1603	Larson & Company	2000 Audit	3,303.22	5,449.06
Check	2/16/2001	1606	State of Utah Insurance Department	CA Renewal/ASFF	300.00	5,749.06
Check	2/16/2001	1607	Taylor-Walker & Associates, Inc.	Actuarial	5,550.00	11,299.06
Check	2/28/2001	1608	MAIC	Annual Statement Filing Fee	1,500.00	12,799.06
Check	3/29/2001	1610	Nielsen & Senior	Insurance Department Petition	707.05	13,506.11
Check	3/29/2001	1611	Larson & Company	December Compilation	85.00	13,591.11
Check	3/29/2001	1611	Larson & Company	Annual Statement	4,350.00	17,941.11
Check	3/29/2001	1611	Larson & Company	Annual Statement (Printing)	64.56	18,005.67
Check	3/29/2001	1611	Larson & Company	Audit December 2000	2,696.78	20,702.45
Check	3/29/2001	1613	Taylor-Walker & Associates, Inc.	Actuarial	480.00	21,182.45
Check	4/18/2001	1638	Nielsen & Senior	Insurance Department Petition	218.94	21,401.39
Check	4/18/2001	1639	Larson & Company	January Compilation	565.00	21,966.39
Check	4/18/2001	1639	Larson & Company	February Compilation Progress	289.00	22,255.39
Check	4/18/2001	1639	Larson & Company	Audit December 2000	500.00	22,755.39
Check	4/18/2001	1639	Larson & Company	Compensation Exhibit	143.50	22,898.89
Check	4/18/2001	1648	Taylor-Walker & Associates, Inc.	Actuarial	1,960.00	24,858.89
Check	5/17/2001	1655	Nielsen & Senior	Insurance Department Petition	209.30	25,068.19
Check	5/17/2001	1656	Larson & Company	February, March Compilation	841.00	25,909.19
Check	5/17/2001	1656	Larson & Company	Equity Formula Calculation	211.50	26,120.69
Check	5/17/2001	1656	Larson & Company	First Quarterly Statement Preparation	1,200.00	27,320.69
Check	6/21/2001	1659	Nielsen & Senior	Insurance Department Petition	1,217.62	28,538.31
Check	6/21/2001	1660	Larson & Company	April Compilation	565.00	29,103.31
Check	6/21/2001	1660	Larson & Company	Equity Formula Calculation	263.20	29,366.51
Check	6/21/2001	1660	Larson & Company	Audit Committee Participation	169.50	29,536.01
Check	6/21/2001	1660	Larson & Company	State of Utah Letters of Qualification	44.50	29,580.51
Check	6/21/2001	1660	Larson & Company	2001 Quarterly AM Best Software	520.00	30,100.51
Check	6/21/2001	1661	Taylor-Walker & Associates, Inc.	Audit Committee Participation	560.00	30,660.51
Check	7/19/2001	1665	Nielsen & Senior	Insurance Department Petition	75.21	30,735.72
Check	7/19/2001	1667	Larson & Company	May Compilation	565.00	31,300.72
Check	8/23/2001	1672	Larson & Company	June Compilation	995.75	31,865.72
Check	8/23/2001	1672	Larson & Company	Second Quarterly Statement	995.75	32,861.47
Check	8/23/2001	1674	Nielsen & Senior	Insurance Department Petition	551.90	33,413.37
Check	10/19/2001	1680	Larson & Company	July Compilation	565.00	33,978.37
Check	10/19/2001	1680	Larson & Company	Insurance Department Discussions	127.62	34,105.99
Check	10/19/2001	1680	Larson & Company	Second Quarterly Statement	204.25	34,310.24
Check	10/19/2001	1681	Larson & Company	August Compilation	565.00	34,875.24
Check	10/19/2001	1682	Snow Nuffer	Insurance Department Regulation	116.33	34,991.57
Check	10/19/2001	1683	Nielsen & Senior	Insurance Department Petition	22.00	35,013.57
Check	10/19/2001	1686	Utah Insurance Department	2000 Direct Premiums Written \$3,091,658	563.00	35,576.57
Check	11/14/2001	1690	State of Utah	Non-Profit Corporation Annual Report	5.00	35,581.57
Check	11/14/2001	1691	Larson & Company	September Compilation	565.00	36,146.57
Check	11/14/2001	1691	Larson & Company	Third Quarter Statement	350.00	36,496.57
Check	11/14/2001	1692	Larson & Company	Insurance Department Regulation	190.67	36,687.24
Check	12/13/2001	1697	Larson & Company	Third Quarter Statement	850.00	37,537.24

Total Professional Fee

37,537.24

TOTAL

37,537.24

**UAC Insurance Mutual**  
**OTHER EXPENSES**  
January through December 2001

Type	Date	Num	Name	Memo	Paid Amount	Balance
<b>Other Expenses</b>						
Check	1/26/2001	1598	Christensen & Jensen	Emery County Personnel Matter	225.00	225.00
Check	1/26/2001	1599	Michel, Hartman & Fackler	Wasatch County Consult	1,199.90	1,424.90
Check	1/31/2001			Service Charge	92.21	1,517.11
Check	2/28/2001			Service Charge	232.74	1,749.85
Check	3/29/2001	1609	Michel, Hartman & Fackler	Wasatch County Consult	200.00	1,949.85
Check	3/29/2001	1609	Michel, Hartman & Fackler	Wasatch County Consult	162.64	2,112.49
Check	3/31/2001			Service Charge	109.26	2,221.75
Check	4/20/2001			Service Charge	32.61	2,254.36
Check	5/3/2001	1649	Sterling Petersen	Speaker Fee	300.00	2,554.36
Check	5/3/2001	1649	Sterling Petersen	Mileage	231.00	2,785.36
Check	5/3/2001	1649	Sterling Petersen	Per Diem	40.00	2,825.36
Check	5/4/2001	1650	Karra Porter	Personnel Workshop May 3-4 Cedar City	174.00	2,999.36
Check	5/21/2001			Service Charge	139.98	3,139.34
Check	6/21/2001	1657	Mylar & Trost, LLC	DLC/Mental Health Jail Issues	3,000.00	6,139.34
Check	6/30/2001			Service Charge	143.30	6,282.64
Check	7/19/2001	1666	Michel, Hartman & Fackler	Wasatch County	162.12	6,444.76
Check	7/20/2001			Service Charge	147.22	6,591.98
Check	8/20/2001			Service Charge	164.99	6,756.97
Check	9/20/2001			Service Charge	152.10	6,909.07
Check	10/19/2001	1684	Michel, Hartman & Fackler	July Services, Wasatch County	2,848.12	9,757.19
Check	10/19/2001	1684	Michel, Hartman & Fackler	August Services, Wasatch County	583.71	10,340.90
Check	10/19/2001	1684	Michel, Hartman & Fackler	September Services, Wasatch County	620.20	10,961.10
Check	10/22/2001			Service Charge	143.76	11,104.86
General Journal	10/25/2001		Strong & Hanni	801WAT978235 (ck 81681)	3,081.00	14,185.86
General Journal	10/25/2001		Michel & Manning	801WAT978235 (ck 81765)	5,634.98	19,820.84
General Journal	10/25/2001		Michel & Manning	801WAT978235 (ck 81795)	3,770.70	23,591.54
General Journal	10/25/2001		Michel & Manning	801WAT978235 (ck 81873)	176.70	23,768.24
General Journal	10/25/2001		Michel, Hartman & Fackler	801WAT978235 (ck 81910)	167.26	23,935.50
General Journal	10/25/2001		Michel, Hartman & Fackler	801WAT978235 (ck 81929)	32.67	23,968.17
General Journal	10/25/2001		Michel, Hartman & Fackler	801WAT978235 (ck 82508)	2,299.74	26,267.91
General Journal	10/25/2001		Michel, Hartman & Fackler	801WAT978235 (ck 82587)	2,280.34	28,548.25
Deposit	10/25/2001	12178	Utah Association of Counties	Personnel Workshop Reimbursement	-300.00	28,248.25
Deposit	10/26/2001	12178	Utah Association of Counties	Personnel Workshop Reimbursement	-231.00	28,017.25
Deposit	10/26/2001	12178	Utah Association of Counties	Personnel Workshop Reimbursement	-40.00	27,977.25
Deposit	10/26/2001	12178	Utah Association of Counties	Personnel Workshop Reimbursement	-174.00	27,803.25
Check	11/14/2001	1693	Hill Law Office, Ltd.	Washington County Analysis of Constitutional Issues, etc.	2,619.00	30,422.25
Check	12/13/2001	1696	Hill Law Office, Ltd.	Washington County Analysis of Constitutional Issues, etc.	756.00	31,178.25
<b>Total Other Expenses</b>					<b>31,178.25</b>	<b>31,178.25</b>
<b>TOTAL</b>					<b>31,178.25</b>	<b>31,178.25</b>

**ANNUAL NOTICE OF REGULAR MEETING SCHEDULE OF THE BOARD OF TRUSTEES  
OF THE UTAH ASSOCIATION OF COUNTIES INSURANCE MUTUAL**

**PUBLIC NOTICE** is hereby given that the 2002 Annual Meeting schedule of the Board of Trustees of the Utah Association of Counties Insurance Mutual is as follows:

Regular meetings of the Board of Trustees of the Utah Association of Counties Insurance Mutual will be held on the third Thursday of each month of the year from the hour of 9:30 a.m. until finished, at 5397 South Vine Street, Murray, Utah, unless otherwise listed below or changed by action of a quorum of the Board of Trustees of the Utah Association of Counties Insurance Mutual.

**TENTATIVE REGULAR MEETING DATES FOR 2002**

January 17  
March 21  
May 16  
July 18  
September 19  
November 14  
December 19

A regular meeting may be canceled without notice by action of a quorum of the Board of Trustees. When, because of unforeseen circumstances, it is necessary for the Board of Trustees to hold an emergency meeting to consider matters of an emergency or urgent nature, the best notice practicable shall be given. No such emergency meeting of the Board of Trustees shall be held unless an attempt has been made to notify all of the members of the Board of Trustees and there is a majority vote in the affirmative to hold the meeting.

All regular meetings of the Board of Trustees shall be open to the public unless closed by the Board of Trustees in the manner described in §52-4-4, Utah Code Annotated, 1953 as amended, and, for a purpose described in §52-4-5, Utah Code Annotated, 1953 as amended.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

BOARD OF TRUSTEES,  
UTAH ASSOCIATION OF COUNTIES INSURANCE MUTUAL

\_\_\_\_\_  
, President



Dear Mr. Gary Herbert,

Please thank all, and I thank you for the friendships made this past year with my husband STEVE. He talked very highly of you and respected your views very much. As our family goes, we are doing fine, but it is hard. I have a lot to learn, but I am thankful for all he taught me. The letter you sent was so very nice and a great compliment to STEVE. Also thank you for the flowers from <sup>(over)</sup>

all STEVE's friends at the Utah Association of Counties. May you all be blessed with the important decision you all have to make in your positions of government.

Thank you,

The family of STEVE & Ann  
Holmgren





**M** UTAH ASSOCIATION  
OF COUNTIES  
INSURANCE MUTUAL

December 19, 2001

Mrs. Margaret Holmgren  
5205 North 4700 West  
Bear River City, UT 84301

Dear Margaret:

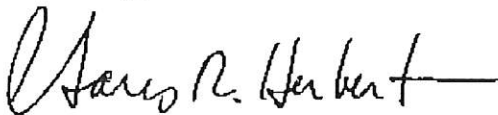
On behalf of the Utah Association of Counties Insurance Mutual, its Board of Trustees and staff, I compassionately send our condolences to you for your loss and wish to express to you the admiration and fellowship we felt for your husband, Steven Holmgren.

Steve's enthusiasm to serve, patriotic demeanor and laid-back attitude were always an example to all of us as we strive to make a difference in local government. Steve seemed to have a natural ability to make a difference and he did.

As many of us worked with Steve on a regular basis, we are thankful for the many opportunities, experiences and memories that we shared. By being active in Association business, Steve's knowledge and hard work has been beneficial in many aspects of the issues facing local government—Steve's input will be missed.

Our hopes and prayers are that you and your family will be comforted to know that Steve had a far-reaching impact on many of us. People remember the last thing you do and we will always remember the influence Steve had on us.

Sincerely,



Gary R. Herbert  
Utah County Commissioner  
President, Utah Association of Counties Insurance Mutual

cc: Box Elder County Commission



# Obituaries

## StandardNET



Dec 10, 2001

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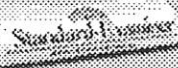
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## Steven Lee Holmgren

Mon, Dec 10, 2001 00:00:00

BEAR RIVER CITY - Steven Lee Holmgren, 57, of Bear River City, died Saturday, December 8, 2001, in Brigham City, Utah, doing what he loved best, golfing! He was born October 1, 1944 in Tremonton, Utah the son of Delbert Kenneth and Elaine Hokanson Holmgren. He married Margaret Ann Douglas on June 20, 1969 in Howell, Utah. They made their home in Bear River City where he lived for the past 57 years.

Steve was educated in Box Elder County, graduating from Box Elder High School. He graduated from Utah State University, receiving his degree in Commercial Art and Photography.

Steve was a partner of Holmgren Land and Livestock, where he was a farmer and rancher his whole life. He previously served on the Bear River City Council, and then honorably served as Bear River City Mayor. He was presently serving as the Box Elder County Commissioner. He loved serving the county with all of his heart. He was a member of the BRAG Association, Box Elder County's Agribusiness Committee, and Served on the East Access Management Team and the Governor's River Enhancement council as well as many other offices in the community and county.

Steve was a member of the Bear River City First Ward of the Church of Jesus Christ of Latter-day Saints where he was a Priest in the Aaronic Priesthood.

Steve was a loving husband, father, grandfather, cattlemen, businessman, and friend. He loved his family with all his heart and always wanted the best for everyone. He was always willing to lend a helping hand to someone in need. He enjoyed golfing, listening to "good" music, reading his daily paper, watching a good western movie, and spending time with his family. One thing that should always be remembered, is his positive attitude that he always displayed. He encouraged everyone he came in contact with, to do the same. He said, "Just always think positive, and everyone and everything will be O.K., and work out as it should". He was right, it always did. He will always be dearly loved and missed by all.

He is survived by his wife, Margaret of Bear River City; his children - Annette (John) Bosworth of Plain City, Shane and Colette Holmgren, and Chrystal (Clay) Butler all of Bear River City; his brothers & sisters - Kenneth (Norine) Holmgren of Ogden, Shirley Meldrum of Ogden, Holley Wangsgaard of Logan, Diane (Fenton) Arnell of Bear River City, and James (Terri) Holmgren of Tremonton; and 6 grandchildren - Brodee, Skyler, Payton, Jordin, Hudson, and Harlie.

He was preceded in death by his parents: father and mother-in-law -

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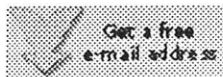
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He was preceded in death by his parents, father and mother in law Louis (Joyce) and the late Carol Lee Douglas; two brother-in-laws - Dallas Meldrum and Brent Wangsgaard.

Funeral Services will be held noon Wednesday, December 12, 2001 at the Bear River LDS Ward Chapel, 5870 North 4700 West. Friends may call Tuesday, December 11, from 6 to 8 p.m. at Rogers & Taylor Funeral Home, 111 North 100 East, Tremonton, and Wednesday prior to services from 9:30 to 11:30 a.m. at the Church.

Interment will be in the Bear River City Cemetery.

Family suggests donations be made to a special account at Zions Bank, 340 East Main, Tremonton, 435-257-5125, to help assist "The Cattleman of Box Elder County" to protect their grazing rights on public lands.

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